



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 18, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

21 January 18, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AND SIGN COOPERATIVE AGREEMENT FOR
STATE ROUTE 60 AT EASTBOUND ATLANTIC BOULEVARD OFF-RAMP LANDSCAPE
IMPROVEMENT PROJECT IN THE CITY OF MONTEREY PARK
COUNTY OF LOS ANGELES-STATE OF CALIFORNIA
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to approve the cooperative agreement between the County of Los Angeles and the State of California, acting by and through the State of California Department of Transportation, providing for the County of Los Angeles to finance the entire cost of the State Route 60 at Eastbound Atlantic Boulevard Off-ramp Landscape Improvement project in the City of Monterey Park.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as responsible agency, find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Mayor of the Board to sign the enclosed Cooperative Agreement between the County of Los Angeles and the State of California, acting by and through the State of California Department of Transportation, providing for the County of Los Angeles to finance the entire cost of the State Route 60 at Eastbound Atlantic Boulevard Off-ramp Landscape Improvement project in the City of Monterey Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to execute the cooperative agreement between the

County of Los Angeles (County) and the State of California, acting by and through the State of California Department of Transportation (Caltrans), providing for Caltrans to prepare the plans, specification, and estimate and to administer the construction of the proposed project. The County is to finance the entire cost of the project. Maintenance of the newly constructed facilities will be by Caltrans.

The proposed project includes the low-impact design for stormwater treatment and construction of highway planting, landscaping, and an automated irrigation system on State Route 60 at eastbound Atlantic Boulevard off-ramp in the City of Monterey Park.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Community and Municipal Services (Goal 3). The proposed project will enhance the aesthetics of the area, thereby improving the quality of life for the residents of the City.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Financing for this project is included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2010-11 Road Fund Budget. The County's obligation to finance this project shall not exceed \$350,000.

The Road Fund will be reimbursed with First Supervisorial District funds in the Fiscal Year 2010-11 Public Works General Fund Budget.

In the event the project contract amount is not fully expended in the current fiscal year, funding will be made available in future years' annual budget process to ensure the completion of the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the terms of the proposed cooperative agreement, which has been reviewed and approved as to form by County Counsel, Caltrans is to prepare the plans, specifications, and estimate and administer the construction of the project. The County is to finance the entire cost of the project not to exceed \$350,000. The County is to deposit with Caltrans the amount of \$325,000 prior to Caltrans performing work on this project.

Pursuant to Section 130 of the California Streets and Highways Code, Caltrans and the County are authorized to enter into cooperative agreements for improvements to State highways within the County.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(c) and (f) of the CEQA guidelines and Classes 1(i) and 1(x), Subsections 13 and 22, and Class 4(c) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for landscaping of existing roadways and installation of stormwater runoff treatment improvements. Caltrans is the lead

agency for this project and found this project to be categorically exempt from the provisions of CEQA on August 9, 2010.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will improve the quality of life for the residents of the County by enhancing the aesthetics of the area.

CONCLUSION

Enclosed are five originals of the cooperative agreement. Upon approval by the Board, please return all five (marked ORIGINAL) to the Department of Public Works, Programs Development Division, with one adopted copy of this letter. Once the cooperative agreement has been executed by Caltrans, we will return a fully executed original to the Executive Office of the Board.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:JTW:pr

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

07-LA-60 R4.17
In Los Angeles County, City of
Monterey Park on Route 60 at
Eastbound Atlantic Blvd Off-Ramp
Landscape Improvements
07-4T2400

District Agreement No. 07-4883

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 20__, is between the
STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF TRANSPORTATION,
referred to herein as "STATE", and the

COUNTY OF LOS ANGELES, a body
corporate and politic of the State of
California, referred to herein as
"COUNTY".

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of Monterey Park.
2. COUNTY and STATE desire State highway improvements consisting of highway planting, low impact design for storm water treatment, landscaping and automated irrigation system on State Route 60 at eastbound Atlantic Boulevard off-ramp in the City of Monterey Park, referred to herein as "PROJECT".
3. COUNTY is willing to fund one hundred percent (100%) of all design, capital outlay, and staffing costs, through Proposition 62 funds.
4. Because the safety, welfare, convenience and enjoyment of the public using the Freeway will be enhanced by PROJECT, PROJECT is a benefit to STATE.
5. COUNTY and STATE mutually desire to have STATE prepare Plans, Specifications and Estimate (PS&E), perform of Right of Way (R/W) support, prepare the contract documents and advertise, award and administer the construction contract for PROJECT.
6. The PROJECT's environmental document has been previously prepared and completed and the PROJECT has been deemed categorically exempt by STATE.
7. This Agreement will define roles and responsibilities of the California Environmental Quality Act (CEQA) Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with the National Environmental Policy Act (NEPA), if applicable.
8. The parties hereto intend to define herein the terms and condition under which PROJECT is to be designed, constructed, financed and maintained.

SECTION I

STATE AGREES:

1. To prepare PS&E, perform R/W support, prepare the contract documents and advertise, award and administer the construction contract for PROJECT.
2. To submit an invoice in the amount of \$ 325,000 to COUNTY within thirty (30) calendar days upon execution of this Agreement and prior to commencement of any work performed by STATE. Said amount represents COUNTY's estimated initial deposit for PROJECT.
3. Upon completion of PROJECT and all work incidental thereto, to furnish COUNTY with

a detailed statement of the total actual costs to be borne by COUNTY. STATE thereafter shall refund to COUNTY, promptly after completion of STATE's final accounting of PROJECT costs, any amount of COUNTY's deposit required in Section II, Article 2 remaining after actual costs to be borne by COUNTY have been deducted, or to bill COUNTY of any additional amount required to complete COUNTY's financial obligations pursuant to this Agreement.

4. To maintain all STATE highway facilities constructed as part of PROJECT in accordance with the provisions of the freeway agreements and freeway maintenance agreements presently in effect, or as may be executed or modified hereafter, and to make no claim against COUNTY for any portion of such maintenance expense for the constructed improvements accepted by STATE.

SECTION II

COUNTY AGREES:

1. To pay one hundred percent (100%) of the actual PROJECT costs required for satisfactory completion of PROJECT, not to exceed \$ 350,000, including the cost of any State-furnished materials, supplemental work, contract change orders, contract claims paid to the construction contractor, and the cost of STATE's defense of all PROJECT-related claims which may be filed by the said contractor. The actual PROJECT costs shall be determined after completion of all work and upon final accounting of costs.
2. To deposit with STATE within twenty-five (25) calendar days of receipt of billing therefore (which billing will be forwarded within thirty (30) calendar days upon execution of this Agreement and prior to commencement of any work performed by STATE), the amount of \$ 325,000. Said figure represents the COUNTY's deposit for PROJECT. In no event shall COUNTY's obligation for PROJECT costs under this Agreement, exceed the amount of \$ 350,000, provided that COUNTY may, at its sole discretion, in writing, authorize a greater amount in lieu of STATE's suspending work on any uncompleted portion of PROJECT.
3. To pay STATE within twenty (20) calendar days of receipt of a detailed statement made upon final accounting of cost therefore, any amount over and above the aforementioned deposit, required to complete COUNTY's financial obligation pursuant to this Agreement.
4. Upon execution of this Agreement, to certify those funds are budgeted for the total cost of PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to State Budget Act authority, appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

2. After opening of bids for PROJECT construction, COUNTY's estimate of cost will be revised based on actual bid prices. COUNTY's required deposit under Section II, Article 2, will be increased or decreased to match said revised estimate. If deposit increase or decrease is less than \$1,000, no refund or demand for additional deposit will be made until final accounting.
3. Prior to award of the construction contract for PROJECT, COUNTY may terminate this Agreement by written notice.
4. In construction of said PROJECT, representatives of COUNTY and STATE shall cooperate and consult, and all work pursuant to PROJECT shall be accomplished according to approved plans, specifications and applicable STATE standards.
5. COUNTY shall provide a claims process acceptable to STATE and shall process any and all claims through COUNTY's claim process. The STATE representative will be made available to COUNTY to provide advice and technical input in any claim process.
6. The party that discovers HM-1 or HM-2 (as defined below) will immediately notify the other party to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

7. STATE, independent of PROJECT, is responsible for any HM-1 found within existing State Highway System (SHS) right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. COUNTY will undertake, or cause to be undertaken; HM-1 management activities with minimum impact to PROJECT schedule, and COUNTY will pay, or cause to be paid, all costs associated with HM-1 management activities.

8. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.

9. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
10. STATE'S acquisition of or acceptance of title to any property on which any hazardous

material is found will proceed in accordance with STATE'S policy on such acquisition.

11. Upon completion of all work under this Agreement, ownership and title to material, equipment and appurtenances installed within STATE's right of way will automatically be vested in STATE. No further agreement will be necessary to transfer ownership as hereinabove stated.
12. STATE will be the CEQA Lead Agency and COUNTY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. STATE will assess PROJECT impacts on the environment and STATE will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet requirements of CEQA and if applicable, NEPA.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by STATE.

13. STATE agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties otherwise mutually agree in writing. If the parties agree in writing that the COUNTY is responsible for obtaining said PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, then those said costs shall be a PROJECT cost.
14. STATE shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permits, agreements and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
15. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.

STATE, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public meetings/hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.

STATE, as a PROJECT cost, shall be responsible for planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, public meetings/hearings on the environmental document. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings.

16. In the event COUNTY would like to hold separate and/or additional public

- meetings/hearings regarding the PROJECT, COUNTY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency, and COUNTY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if applicable, NEPA, public review process. COUNTY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if applicable, NEPA, related roles and responsibilities.
17. STATE invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. STATE establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
 18. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
 19. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY or arising under this Agreement. It is understood and agreed that, COUNTY shall fully defend, indemnify and save harmless the STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
 20. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by State under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE shall fully defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions of every name kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
 21. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
 22. This Agreement shall terminate upon completion and acceptance of the construction

contract for PROJECT by STATE with concurrence of COUNTY, or on December 31, 2012, whichever is earlier in time; however, the ownership, operation, maintenance, indemnification, environmental commitments, hazardous material, legal challenges and claims clauses shall remain in effect until terminated or modified in writing by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement until such time as the construction related or other claims are settled, dismissed or paid.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF LOS ANGELES

CINDY McKIM
Chief Deputy Director

By: _____
MICHAEL MILES
District Director
District 7

By: _____
Mayor, Los Angeles County

Approved as to Form and Procedure:

Attest: SACHI A. HAMAI
Executive Officer
Clerk of the Board of
Supervisors

By: _____
Deputy

Approved as to Form:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Attorney
Department of Transportation

By: _____
Deputy

Certified as to Funds:

By: _____
District Budget Manager

Certified as to Financial Terms and Conditions:

By: _____
Accounting Administrator

for